

5-092A060



No. ....  
 Date **APR 2 1985**  
 Fee \$ **10.00**  
 ICC Washington, D. C.

Terminal Tower  
 P. O. Box 6419  
 Cleveland, Ohio 44101  
~~216 623 2200~~

RECORDATION NO. **9811-F** Filed 1425**APR 2 1985 - 8 55 AM****216 623 2462****INTERSTATE COMMERCE COMMISSION March 28, 1985**

**CERTIFIED MAIL  
 RETURN RECEIPT REQUESTED**

Mr. James H. Bayne, Secretary  
 Interstate Commerce Commission  
 12th Street and Constitution Avenue, N.W.  
 Washington, D.C. 20423

Att: Recordation Unit

Dear Mr. Bayne:

Enclosed are an original and one certified true copy of a Lease Amendment dated as of October 31, 1984, executed by The Chesapeake and Ohio Railway Company, 100 North Charles Street, Baltimore, Maryland 21201, Lessee, and Connell Rice & Sugar Co., Inc. (Connell Leasing Company Division), 45 Cardinal Drive, Westfield, New Jersey 07092, Lessor. This is a secondary document and constitutes an amendment to a Lease of Railroad Equipment dated as of October 1, 1978.

The equipment covered by this Amendment consists of 81 50' 50-ton boxcars, AAR mechanical designation XL; 60 50' 50-ton boxcars, AAR mechanical designation XM; 200 52'6" 70-ton gondola cars, AAR mechanical designation GB; 362 70-ton open top hopper cars, AAR mechanical designation HT. The road numbers on the cars are as set forth in Schedule A to the original Lease of Railroad Equipment. The equipment now is marked "The Chesapeake and Ohio Railway," "C&O" or "Chessie System" or in some other appropriate manner and also is marked "Ownership Subject to a Security Agreement Filed with the Interstate Commerce Commission."

The Lease of Railroad Equipment was recorded with the Interstate Commerce Commission on October 31, 1978 at 1:05 p.m., and assigned Recordation Number 9811-B. A related Assignment of Lease and Agreement, dated as of October 1, 1978, executed by the Lessor and Mercantile-Safe Deposit and Trust Company, was recorded with the Commission on October 31, 1978, at 1:05 p.m., and assigned Recordation No. 9811-C.

Enclosed is a draft in the amount of \$10.00 representing the required recordation fee.



Pursuant to the Commission's rules and regulations for recordation of certain documents under 49 U.S.C. §11303, you are hereby requested to file the enclosed certified copy for record in your office and to return the original to me.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Louis Recher".

Louis Recher  
Assistant General Solicitor

LR:cc  
Encls.

Interstate Commerce Commission  
Washington, D.C. 20423

4/2/85

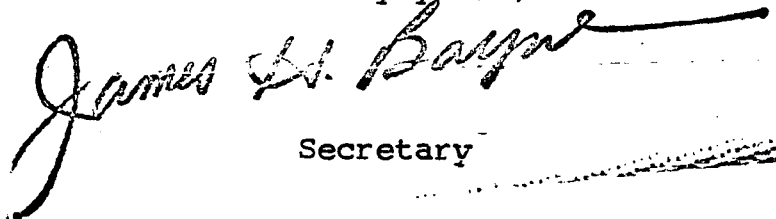
OFFICE OF THE SECRETARY

Louis Recher  
Chessie Systems Railroad Co.  
Terminal Tower  
P.O.Box 6419  
Cleveland, Ohio 44101

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/2/85 at 8:55am and assigned re-  
recording number(s) . 9811-F, 10026-H & 10583-G

Sincerely yours,

  
Secretary

Enclosure(s)

APR 2 1985 - 8 15 AM

AMENDMENT TO LEASE OF RAILROAD EQUIPMENT  
INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT is entered into this 31st day of October, 1984 by and between THE CHESAPEAKE AND OHIO RAILWAY COMPANY, a Virginia corporation (the "Lessee") and CONNELL RICE & SUGAR, INC. (Connell Leasing Company Division), a New Jersey corporation (the "Lessor").

RECITALS

WHEREAS, Lessor and Lessee entered into a lease of railroad equipment dated as of October 1, 1978 (the "Lease"), pursuant to which the Lessee leased from the Lessor certain units of railroad equipment (the "Units");

WHEREAS, pursuant to Section 12 of the Lease, the Lessee has the option to extend the original term of the Lease for two consecutive two-year periods commencing on the scheduled expiration of the original term of the Lease;

WHEREAS, the Lessee desires to exercise such renewal option upon the terms and conditions and at the rental set forth in this Amendment; and

WHEREAS, Lessor is willing to grant Lessee the renewal option upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the agreements contained herein, Lessor and Lessee hereby agree as follows:

- (1) The Lessee and the Lessor agree that the original term of the Lease shall be extended for four (4) years, which extension shall commence on February 15, 1987. The Lessee agrees to pay to the Lessor, as rental for each Unit subject to the Lease during such extended term, eight consecutive semi-annual payments in arrears. The eight semi-annual rental payments shall be payable on February 15 and August 15 in each year, commencing August 15, 1987 to and including February 15, 1991. The eight semi-annual rental payments with respect to each Unit then subject to the Lease shall be in an amount equal to 4.45% of the Purchase Price [as defined in the Reconstruction and Conditional Sale Agreement dated as of October 1, 1978, (the "RSCA")] of each Unit so subject, provided, however, that in the event that fewer than 398 Units subject to the Lease are so subject at the inception of the extended term, the number of Units subject to the extended term shall be deemed to be 398, and the Purchase Price of each Unit which is deemed to exist for this sole purpose ("Deemed Units") shall be \$10,248. Except to the extent that Lessee exercises its option as provided in item (5) below, each Unit shall be returned to the Lessor at the end of the extended term in condition appropriate for a Unit of its age that has been maintained substantially in accordance with terms of the Lease, provided, there shall be no obligation to return Deemed Units.

- (2) The Casualty Value of each Unit as of the payment date on which payment is to be made in accordance with the terms of the Lease shall be an amount equal to that percentage of the Purchase Price of such Unit as is set forth in Exhibit A attached hereto opposite such date with respect to such Unit, and the Purchase Price of each Deemed Unit shall be deemed to be \$10,248.
- (3) The Lessee shall not be required under Section 15 of the Lease to indemnify an Owner with respect to any Loss that results solely and directly from the parties having entered into this Amendment.
- (4) The first two paragraphs of Section 12 of the Lease are hereby deleted in their entirety.
- (5) The Lessee shall have the option to acquire any or all Units at the end of the extended term of the Lease at a price which is equal to 10% of the Purchase Price of such Units.
- (6) Except as specifically provided for herein, all of the terms and conditions of the Lease shall remain in full force and effect.
- (7) The capitalized terms used in this Amendment shall have the meanings indicated in the Lease and the RCSA.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Amendment to be duly executed by their authorized officers as of the day and year written above.

THE CHESAPEAKE AND OHIO RAILWAY COMPANY

By: Paul H. Goodwin

Its: Senior Vice President Finance

CONNELL RICE & SUGAR CO., INC.  
(Connell Leasing Company Division)

By: [Signature]

Its: Signature Vice President

STATE OF OHIO

COUNTY OF CUYAHOGA

)  
) SS:  
)

On this 20th day of February, 1985, before me personally appeared P. R. GOODWIN, to me personally known who, being by me duly sworn, says that he is Senior Vice President - Finance of The Chesapeake and Ohio Railway Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Louis Recher*

LOUIS RECHER, Attorney

Notary Public - State of Ohio

My Commission has no expiration date  
Section 147.03 R.C.

(NOTARIAL SEAL)

STATE OF

COUNTY OF

)  
) SS:  
)

On this 4<sup>th</sup> day of March, 1985, before me personally appeared R. C. Connolly to me personally known who, being by me duly sworn, says that he is Executive Vice President of Connell Rice & Sugar Co., Inc., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Virginia Anter*  
Notary Public

My Commission expires:

(NOTARIAL SEAL)

VIRGINIA ANTER  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires May 11 1989

EXHIBIT A  
CASUALTY VALUE PERCENTAGES SCHEDULE

<u>Rental Payment Date</u>	<u>Percentage</u>
8/15/87	30.00%
2/15/88	27.14%
8/15/88	24.29%
2/15/89	21.43%
8/15/89	18.57%
2/15/90	15.71%
8/15/90	12.86%
2/15/91	10.00%

WTG:kk28  
October 15, 1984

CONSENT TO AMENDMENT

The undersigned hereby consents to the attached Amendment to Lease of Railroad Equipment between The Chesapeake and Ohio Railway Company and Connell Rice & Sugar Co., Inc. (Connell Leasing Company Division).

MERCANTILE-SAFE DEPOSIT AND TRUST  
COMPANY, not in its individual  
capacity, but solely as Agent.

By: 

Its: \_\_\_\_\_


VICE PRESIDENT

MAR 7 - 1985



CERTIFICATE

The document to which this Certificate is attached is a copy. I have compared the copy to the original and have found the copy to be complete and identical in all respects to the original document.

  
\_\_\_\_\_  
LOUIS RECHER, Attorney  
Notary Public - State of Ohio  
My commission has no expiration date  
Section 147.03 R. C.